

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,	:	
)	
Plaintiff,)	No. 98CV00819 (EGS)
)	
v.)	
)	FINAL JUDGMENT
)	
CBS CORPORATION and)	
AMERICAN RADIO SYSTEMS)	
CORPORATION,)	
)	
Defendants.)	

WHEREAS, plaintiff, the United States of America, filed its Complaint in this action on March 31, 1998, and plaintiff and defendants by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting any evidence against or an admission by any party with respect to any issue of law or fact herein;

AND WHEREAS, defendants have agreed to be bound by the provisions of this Final Judgment pending its approval by the Court;

AND WHEREAS, the purpose of this Final Judgment is prompt and certain divestiture of certain assets to assure that competition is not substantially lessened;

AND WHEREAS, plaintiff requires defendants to make certain divestitures for the purpose of remedying the loss of competition alleged in the Complaint;

AND WHEREAS, defendants have represented to plaintiff that the divestitures ordered herein can and will be made and that defendants will later raise no claims of hardship or

difficulty as grounds for asking the Court to modify any of the divestiture provisions contained below;

NOW, THEREFORE, before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

I. JURISDICTION

This Court has jurisdiction over each of the parties hereto and over the subject matter of this action. The Complaint states a claim upon which relief may be granted against defendants CBS and ARS, as hereinafter defined, under Section 7 of the Clayton Act, as amended (15 U.S.C. § 18).

II. DEFINITIONS

As used in this Final Judgment:

A. “CBS” means defendant CBS Corporation, a Pennsylvania corporation with its headquarters in New York, New York, and includes its successors and assigns, its subsidiaries, and directors, officers, managers, agents and employees acting for or on behalf of CBS.

B. “ARS” means defendant American Radio Systems Corporation, a Delaware corporation with its headquarters in Boston, Massachusetts, and includes its successors and assigns, its subsidiaries, and directors, officers, managers, agents and employees acting for or on behalf of ARS.

C. “WOCT-FM Assets” means all of the assets, tangible or intangible, used in the operation of the WOCT 104.3 FM radio station in Baltimore, Maryland, including but not limited to: all real property (owned and leased) used in the operation of that station; all

broadcast equipment, personal property, inventory, office furniture, fixed assets and fixtures, materials, supplies and other tangible property used in the operation of that station; all licenses, permits and authorizations and applications therefor issued by the Federal Communications Commission (“FCC”) and other governmental agencies relating to that station; all contracts, agreements, leases and commitments of defendants pertaining to that station and its operations; all trademarks, service marks, trade names, copyrights, patents, slogans, programming materials and promotional materials relating to that station; and all logs and other records maintained by defendants or that station in connection with its business.

D. “WEGQ-FM Assets” means all of the assets, tangible or intangible, used in the operation of the WEGQ 93.7 FM radio station in Boston, Massachusetts, including but not limited to: all real property (owned and leased) used in the operation of that station; all broadcast equipment, personal property, inventory, office furniture, fixed assets and fixtures, materials, supplies and other tangible property used in the operation of that station; all licenses, permits and authorizations and applications therefor issued by the FCC and other governmental agencies relating to that station; all contracts, agreements, leases and commitments of defendants pertaining to that station and its operations; all trademarks, service marks, trade names, copyrights, patents, slogans, programming materials and promotional materials relating to that station; and all logs and other records maintained by defendants or that station in connection with its business.

E. “WAAF-FM Assets” means all of the assets, tangible or intangible, used in the operation of the WAAF 107.3 FM radio station in Worcester, Massachusetts, including but not limited to: all real property (owned and leased) used in the operation of that station; all

broadcast equipment, personal property, inventory, office furniture, fixed assets and fixtures, materials, supplies and other tangible property used in the operation of that station; all licenses, permits and authorizations and applications therefor issued by the FCC and other governmental agencies relating to that station; all contracts, agreements, leases and commitments of defendants pertaining to that station and its operations; all trademarks, service marks, trade names, copyrights, patents, slogans, programming materials and promotional materials relating to that station; and all logs and other records maintained by defendants or that station in connection with its business.

F. “WEEI-AM Assets” means all of the assets, tangible or intangible, used in the operation of the WEEI 850 AM radio station in Boston, Massachusetts, including but not limited to: all real property (owned and leased) used in the operation of that station; all broadcast equipment, personal property, inventory, office furniture, fixed assets and fixtures, materials, supplies and other tangible property used in the operation of that station; all licenses, permits and authorizations and applications therefor issued by the FCC and other governmental agencies relating to that station; all contracts, agreements, leases and commitments of defendants pertaining to that station and its operations; all trademarks, service marks, trade names, copyrights, patents, slogans, programming materials and promotional materials relating to that station; and all logs and other records maintained by defendants or that station in connection with its business.

G. “WRKO-AM Assets” means all of the assets, tangible or intangible, used in the operation of the WRKO 680 AM radio station in Boston, Massachusetts, including but not limited to: all real property (owned and leased) used in the operation of that station; all

broadcast equipment, personal property, inventory, office furniture, fixed assets and fixtures, materials, supplies and other tangible property used in the operation of that station; all licenses, permits and authorizations and applications therefor issued by the FCC and other governmental agencies relating to that station; all contracts, agreements, leases and commitments of defendants pertaining to that station and its operations; all trademarks, service marks, trade names, copyrights, patents, slogans, programming materials and promotional materials relating to that station; and all logs and other records maintained by defendants or that station in connection with its business.

H. “KSD-FM Assets” means all of the assets, tangible or intangible, used in the operation of the KSD 93.7 FM radio station in St. Louis, Missouri, including but not limited to: all real property (owned and leased) used in the operation of that station; all broadcast equipment, personal property, inventory, office furniture, fixed assets and fixtures, materials, supplies and other tangible property used in the operation of that station; all licenses, permits and authorizations and applications therefor issued by the FCC and other governmental agencies relating to that station; all contracts, agreements, leases and commitments of defendants pertaining to that station and its operations; all trademarks, service marks, trade names, copyrights, patents, slogans, programming materials and promotional materials relating to that station; and all logs and other records maintained by defendants or that station in connection with its business.

I. “KLOU-FM Assets” means all of the assets, tangible or intangible, used in the operation of the KLOU 103.3 FM radio station in St. Louis, Missouri, including but not limited to: all real property (owned and leased) used in the operation of that station; all broadcast

equipment, personal property, inventory, office furniture, fixed assets and fixtures, materials, supplies and other tangible property used in the operation of that station; all licenses, permits and authorizations and applications therefor issued by the FCC and other governmental agencies relating to that station; all contracts, agreements, leases and commitments of defendants pertaining to that station and its operations; all trademarks, service marks, trade names, copyrights, patents, slogans, programming materials and promotional materials relating to that station; and all logs and other records maintained by defendants or that station in connection with its business.

J. “Baltimore Area” means the Baltimore, Maryland Metro Survey Area as identified by The Arbitron Radio Market Report for Baltimore (Spring 1997), which is made up of the following counties: Anne Arundel, Baltimore, Baltimore City, Carroll, Harford, Howard, and Queen Anne’s.

K. “Boston Area” means the Boston, Massachusetts Metro Survey Area as identified by The Arbitron Radio Market Report for Boston (Spring 1997), which is made up of the following counties: Essex, Middlesex, Norfolk, Plymouth, and Suffolk.

L. “St. Louis Area” means the St. Louis, Missouri Metro Survey Area as identified by The Arbitron Radio Market Report for St. Louis (Spring 1997), which is made up of the following counties: Clinton, Franklin, Jefferson, Jersey, Lincoln, Madison, Monroe, St. Charles, St. Clair, St. Louis, St. Louis City, and Warren.

M. “CBS Radio Station” means any radio station owned by CBS or ARS and licensed to a community in the Baltimore Area, the Boston Area, or the St. Louis Area, other

than WOCT-FM in the Baltimore Area, WEGQ-FM, WAAF-FM, WEEI-AM and WRKO-AM in the Boston Area, and KSD-FM and KLOU-FM in the St. Louis Area.

N. “Non-CBS Radio Station” means any radio station licensed to a community in the Baltimore Area, the Boston Area, or the St. Louis Area that is not a CBS Radio Station.

O. “Acquirer” means the entity or entities to whom defendants divest the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and/or the KLOU-FM Assets under this Final Judgment.

P. “FCC Disposition Trust” means the FCC-approved trust or trusts established for the purpose of insuring compliance with FCC numerical limitations on radio local ownership.

Q. “FCC Trust Radio Stations” means those stations which CBS will transfer into the FCC Disposition Trust prior to consummation of the proposed acquisition.

III. APPLICABILITY

A. The provisions of this Final Judgment apply to each of the defendants, their successors and assigns, their subsidiaries, affiliates, directors, officers, managers, agents and employees, and all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise.

B. Each defendant shall require, as a condition of the sale or other disposition of all or substantially all of the assets used in its business of owning and operating its portfolio of radio stations in the Baltimore Area, the Boston Area, or the St. Louis Area, that the acquiring party or parties agree to be bound by the provisions of this Final Judgment; provided, however, that defendants need not obtain such an agreement from an Acquirer in connection with the divestiture of the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-

AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and/or the KLOU-FM Assets; and provided further that if any divestiture assets are placed in an FCC Disposition Trust, defendants shall undertake to require that the trustee be bound by the provisions of this Final Judgment.

IV. DIVESTITURES

A. Defendants are hereby ordered and directed, in accordance with the terms of this Final Judgment, within six (6) months after CBS assigns the FCC Trust Radio Stations to the FCC Disposition Trust, or nine (9) months after the filing of the complaint in this action, whichever is earlier, to divest the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and the KLOU-FM Assets to one or more Acquirers acceptable to plaintiff in its sole discretion; provided, however, notwithstanding the foregoing, the divestitures required by this Final Judgment need not be accomplished prior to five (5) days after notice of the entry of this Final Judgment by the Court.

B. Defendants agree to use their best efforts to divest the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and the KLOU-FM Assets, and to obtain all regulatory approvals necessary for such divestitures, as expeditiously as possible. Plaintiff, in its sole discretion, may extend the time period for the divestitures for two (2) additional thirty (30)-day periods of time, not to exceed sixty (60) calendar days in total.

C. In accomplishing the divestitures ordered by this Final Judgment, defendants promptly shall make known, by usual and customary means, the availability for sale of the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and the KLOU-FM Assets. Defendants shall inform

any person making a bona fide inquiry regarding a possible purchase that the sale is being made pursuant to this Final Judgment and provide such person with a copy of the Final Judgment.

Defendants shall make known to any person making an inquiry regarding a possible purchase of the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and/or the KLOU-FM Assets that the assets described in Section II (C) through (I) are being offered for sale and may be purchased separately or as a multi-station package of two or more stations. Defendants shall also offer to furnish to all bona fide prospective purchasers, subject to customary confidentiality assurances, all information regarding the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and the KLOU-FM Assets customarily provided in a due diligence process, except such information subject to attorney-client privilege or attorney work-product privilege. Defendants shall make available such information to plaintiff at the same time that such information is made available to any other person.

D. Defendants shall permit bona fide prospective purchasers of the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and/or the KLOU-FM Assets to have access to personnel and to make such inspection of the assets, and any and all financial, operational or other documents and information customarily provided as part of a due diligence process.

E. Unless plaintiff otherwise consents in writing, the divestitures pursuant to Section IV of this Final Judgment, or by the trustee appointed pursuant to Section V, shall include all the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the

WRKO-AM Assets, the KSD-FM Assets, and the KLOU-FM Assets, and shall be accomplished in such a way as to satisfy plaintiff, in its sole discretion, that such assets can and will be used by an Acquirer or Acquirers as viable, ongoing commercial radio businesses. The divestitures, whether pursuant to Section IV or V of this Final Judgment, shall be made (i) to an Acquirer or Acquirers that (a) in plaintiff's sole judgment, has or have the capability and intent of competing effectively, and has or have the managerial, operational and financial capability to compete effectively as radio station operators in the Baltimore Area, the Boston Area, and the St. Louis Area, and (b) intends or intend in good faith to continue the operations of the radio station as were in effect in the period immediately prior to the filing of the complaint in this action (unless any significant change in the operations planned by an Acquirer is accepted by the plaintiff in its sole discretion); and (ii) pursuant to agreements the terms of which shall not, in the sole judgment of plaintiff, interfere with or otherwise diminish the ability of the Acquirer or Acquirers to compete effectively against defendants.

F. Defendants shall not interfere with any efforts by any Acquirer or Acquirers to employ the general manager or any other employee of WOCT-FM, WEGQ-FM, WAAF-FM, WEEI-AM, WRKO-AM, KSD-FM or KLOU-FM.

V. APPOINTMENT OF TRUSTEE

A. In the event that defendants have not divested the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and the KLOU-FM Assets within the time specified in Section IV of this Final Judgment, the Court shall appoint, on application of plaintiff, a trustee selected by plaintiff to effect the divestiture of the assets.

B. After the trustee's appointment has become effective, only the trustee shall have the right to sell the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and the KLOU-FM Assets. The trustee shall have the power and authority to accomplish the divestitures at the best price then obtainable upon a reasonable effort by the trustee, subject to the provisions of Section IV and VII of this Final Judgment and consistent with FCC regulations, and shall have such other powers as the Court shall deem appropriate. Subject to Section V (C) of this Final Judgment, the trustee shall have the power and authority to hire at the cost and expense of defendants any investment bankers, attorneys or other agents reasonably necessary in the judgment of the trustee to assist in the divestitures, and such professionals and agents shall be accountable solely to the trustee. The trustee shall have the power and authority to accomplish the divestitures at the earliest possible time to a purchaser acceptable to plaintiff, in its sole judgment, and shall have such other powers as this Court shall deem appropriate. Defendants shall not object to the sale of the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, or the KLOU-FM Assets by the trustee on any grounds other than the trustee's malfeasance. Any such objection by defendants must be conveyed in writing to plaintiff and the trustee within ten (10) calendar days after the trustee has provided the notice required under Section VII of this Final Judgment.

C. The trustee shall serve at the cost and expense of defendants, on such terms and conditions as the Court may prescribe, and shall account for all monies derived from the sale of the assets sold by the trustee and all costs and expenses so incurred. After approval by the Court of the trustee's accounting, including fees for its services and those of any professionals and

agents retained by the trustee, all remaining money shall be paid to defendants, and the trust shall then be terminated. The compensation of such trustee and of any professionals and agents retained by the trustee shall be reasonable in light of the value of the divestitures and based on a fee arrangement providing the trustee with an incentive based on the price and terms of the divestitures and the speed with which they are accomplished.

D. Defendants shall use their best efforts to assist the trustee in accomplishing the required divestitures, including best efforts to effect all necessary regulatory approvals. The trustee and any consultants, accountants, attorneys and any other persons retained by the trustee shall have full and complete access to the personnel, books, records and facilities related to the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and the KLOU-FM Assets, and defendants shall develop financial or other information relevant to the assets to be divested customarily provided in a due diligence process as the trustee may reasonably request, subject to customary confidentiality assurances. Defendants shall permit prospective purchasers of the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and the KLOU-FM Assets to have access to personnel and to make such inspection of physical facilities and any and all financial, operational or other documents and information as may be relevant to the divestitures required by this Final Judgment.

E. After its appointment, the trustee shall file monthly reports with the parties and the Court setting forth the trustee's efforts to accomplish the divestitures ordered under this Final Judgment; provided, however, that to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. Such reports

shall include the name, address and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, or the KLOU-FM Assets, and shall describe in detail each contact with any such person during that period. The trustee shall maintain full records of all efforts made to divest these assets.

F. If the trustee has not accomplished such divestitures within six (6) months after its appointment, the trustee thereupon shall file promptly with the Court a report setting forth (1) the trustee's efforts to accomplish the required divestitures, (2) the reasons, in the trustee's judgment, why the required divestitures have not been accomplished, and (3) the trustee's recommendations; provided, however, that to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. The trustee shall at the same time furnish such reports to the parties, who shall each have the right to be heard and to make additional recommendations consistent with the purpose of the trust. The Court shall thereafter enter such orders as it shall deem appropriate in order to carry out the purpose of the trust, which may, if necessary, include extending the trust and the term of the trustee's appointment.

VI. PRESERVATION OF ASSETS/HOLD SEPARATE

Until the divestiture of the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and the KLOU-FM Assets required by Section IV of the Final Judgment has been accomplished:

A. Prior to the consummation of CBS's acquisition of ARS, defendants shall maintain the independence of their respective radio stations in the Baltimore Area. Following the consummation of CBS's acquisition of ARS, defendants shall take all steps necessary to operate WOCT-FM as a separate, independent, ongoing, economically viable and active competitor to CBS's other stations in the Baltimore Area, and shall take all steps necessary to insure that, except as necessary to comply with Section IV and paragraphs (D) and (K) of this Section of the Final Judgment, the management of said station, including the performance of decision-making functions regarding marketing and pricing, will be kept separate and apart from, and not influenced by, CBS.

B. Prior to the consummation of CBS's acquisition of ARS, defendants shall maintain the independence of their respective radio stations in the Boston Area. Following the consummation of CBS's acquisition of ARS, defendants shall take all steps necessary to operate WEGQ-FM, WAAF-FM, WEEI-AM and WRKO-AM as separate, independent, ongoing, economically viable and active competitors to CBS's other stations in the Boston Area, and shall take all steps necessary to insure that, except as necessary to comply with Section IV and paragraphs (E), (F), (G), (H), (L), (M), (N) and (O) of this Section of the Final Judgment, the management of said stations, including the performance of decision-making functions regarding marketing and pricing, will be kept separate and apart from, and not influenced by, CBS.

C. Prior to the consummation of CBS's acquisition of ARS, defendants shall maintain the independence of their respective radio stations in the St. Louis Area. Following the consummation of CBS's acquisition of ARS, defendants shall take all steps necessary to operate KSD-FM and KLOU-FM as separate, independent, ongoing, economically viable and active

competitors to CBS's other stations in the St. Louis Area, and shall take all steps necessary to insure that, except as necessary to comply with Section IV and paragraphs (I), (J), (P) and (Q) of this Section of the Final Judgment, the management of said stations, including the performance of decision-making functions regarding marketing and pricing, will be kept separate and apart from, and not influenced by, CBS.

D. Defendants shall use all reasonable efforts to maintain and increase sales of advertising time by WOCT-FM, and shall maintain at 1997 or previously approved levels for 1998, whichever are higher, promotional advertising, sales, marketing and merchandising support for said station.

E. Defendants shall use all reasonable efforts to maintain and increase sales of advertising time by WEGQ-FM, and shall maintain at 1997 or previously approved levels for 1998, whichever are higher, promotional advertising, sales, marketing and merchandising support for said station.

F. Defendants shall use all reasonable efforts to maintain and increase sales of advertising time by WAAF-FM, and shall maintain at 1997 or previously approved levels for 1998, whichever are higher, promotional advertising, sales, marketing and merchandising support for said station.

G. Defendants shall use all reasonable efforts to maintain and increase sales of advertising time by WEEI-AM, and shall maintain at 1997 or previously approved levels for 1998, whichever are higher, promotional advertising, sales, marketing and merchandising support for said station.

H. Defendants shall use all reasonable efforts to maintain and increase sales of advertising time by WRKO-AM, and shall maintain at 1997 or previously approved levels for 1998, whichever are higher, promotional advertising, sales, marketing and merchandising support for said station.

I. Defendants shall use all reasonable efforts to maintain and increase sales of advertising time by KSD-FM, and shall maintain at 1997 or previously approved levels for 1998, whichever are higher, promotional advertising, sales, marketing and merchandising support for said station.

J. Defendants shall use all reasonable efforts to maintain and increase sales of advertising time by KLOU-FM, and shall maintain at 1997 or previously approved levels for 1998, whichever are higher, promotional advertising, sales, marketing and merchandising support for said station.

K. Defendants shall take all steps necessary to ensure that the assets used in the operation of WOCT-FM are fully maintained. WOCT-FM's sales and marketing employees shall not be transferred or reassigned to any other station, except for transfer bids initiated by employees pursuant to defendants' regular, established job posting policies, provided that defendants give plaintiff and Acquirer ten (10) days' notice of any such transfer.

L. Defendants shall take all steps necessary to ensure that the assets used in the operation of WEGQ-FM are fully maintained. WEGQ-FM's sales and marketing employees shall not be transferred or reassigned to any other station, except for transfer bids initiated by employees pursuant to defendants' regular, established job posting policies, provided that defendants give plaintiff and Acquirer ten (10) days' notice of any such transfer.

M. Defendants shall take all steps necessary to ensure that the assets used in the operation of WAAF-FM are fully maintained. WAAF-FM's sales and marketing employees shall not be transferred or reassigned to any other station, except for transfer bids initiated by employees pursuant to defendants' regular, established job posting policies, provided that defendants give plaintiff and Acquirer ten (10) days' notice of any such transfer.

N. Defendants shall take all steps necessary to ensure that the assets used in the operation of WEEI-AM are fully maintained. WEEI-AM's sales and marketing employees shall not be transferred or reassigned to any other station, except for transfer bids initiated by employees pursuant to defendants' regular, established job posting policies, provided that defendants give plaintiff and Acquirer ten (10) days' notice of any such transfer.

O. Defendants shall take all steps necessary to ensure that the assets used in the operation of WRKO-AM are fully maintained. WRKO-AM's sales and marketing employees shall not be transferred or reassigned to any other station, except for transfer bids initiated by employees pursuant to defendants' regular, established job posting policies, provided that defendants give plaintiff and Acquirer ten (10) days' notice of any such transfer.

P. Defendants shall take all steps necessary to ensure that the assets used in the operation of KSD-FM are fully maintained. KSD-FM's sales and marketing employees shall not be transferred or reassigned to any other station, except for transfer bids initiated by employees pursuant to defendants' regular, established job posting policies, provided that defendants give plaintiff and Acquirer ten (10) days' notice of any such transfer.

Q. Defendants shall take all steps necessary to ensure that the assets used in the operation of KLOU-FM are fully maintained. KLOU-FM's sales and marketing employees shall

not be transferred or reassigned to any other station, except for transfer bids initiated by employees pursuant to defendants' regular, established job posting policies, provided that defendants give plaintiff and Acquirer ten (10) days' notice of any such transfer.

R. Defendants shall not, except as part of a divestiture approved by plaintiff, sell any WOCT-FM Assets, WEGQ-FM Assets, WAAF-FM Assets, WEEI-AM Assets, WRKO-AM Assets, KSD-FM Assets, or KLOU-FM Assets.

S. Defendants shall take no action that would jeopardize the sale of the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, or the KLOU-FM Assets.

T. Defendants shall appoint a person or persons to oversee the assets to be held separate and who will be responsible for defendants' compliance with Section VI of this Final Judgment.

VII. NOTIFICATION

Within two (2) business days following execution of a definitive agreement, contingent upon compliance with the terms of this Final Judgment, to effect, in whole or in part, any proposed divestitures pursuant to Sections IV or V of this Final Judgment, defendants or the trustee, whichever is then responsible for effecting the divestitures, shall notify plaintiff of the proposed divestitures. If the trustee is responsible, it shall similarly notify defendants. The notice shall set forth the details of the proposed transaction and list the name, address and telephone number of each person not previously identified who offered to, or expressed an interest in or a desire to, acquire any ownership interest in the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, or the KLOU-FM Assets, together with full details of same. Within fifteen (15) calendar

days of receipt by plaintiff of such notice, plaintiff may request from defendants, the proposed purchaser or purchasers, or any other third party, additional information concerning the proposed divestitures and the proposed purchaser. Defendants and the trustee shall furnish any additional information requested from them within fifteen (15) calendar days of the receipt of the request, unless the parties shall otherwise agree. Within thirty (30) calendar days after receipt of the notice or within twenty (20) calendar days after plaintiff has been provided the additional information requested from defendants, the proposed purchaser or purchasers, and any third party, whichever is later, plaintiff shall provide written notice to defendants and the trustee, if there is one, stating whether or not it objects to the proposed divestiture. If plaintiff provides written notice to defendants and the trustee that it does not object, then the divestiture may be consummated, subject only to defendants' limited right to object to the sale under Section V (B) of this Final Judgment. Absent written notice that plaintiff does not object to the proposed purchaser or upon objection by the plaintiff, a divestiture proposed under Section IV or Section V may not be consummated. Upon objection by defendants under the provision in Section V(B), a divestiture proposed under Section V shall not be consummated unless approved by the Court.

VIII. FINANCING

Defendants are ordered and directed not to finance all or any part of any purchase by an Acquirer made pursuant to Sections IV or V of this Final Judgment without the prior written consent of plaintiff.

IX. AFFIDAVITS

A. Within twenty (20) calendar days of the filing of the Complaint in this matter and every thirty (30) calendar days thereafter until the divestitures have been completed whether

pursuant to Section IV or Section V of this Final Judgment, defendants shall deliver to plaintiff an affidavit as to the fact and manner of their compliance with Sections IV or V of this Final Judgment. Each such affidavit shall include, inter alia, the name, address and telephone number of each person who, at any time after the period covered by the last such report, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, and/or the KLOU-FM Assets, and shall describe in detail each contact with any such person during that period. Each such affidavit shall also include a description of the efforts that defendants have taken to solicit a buyer or buyers for the WOCT-FM Assets, the WEGQ-FM Assets, the WAAF-FM Assets, the WEEI-AM Assets, the WRKO-AM Assets, the KSD-FM Assets, or the KLOU-FM Assets.

B. Within twenty (20) calendar days of the filing of the Complaint in this matter, defendants shall deliver to plaintiff an affidavit which describes in reasonable detail all actions defendants have taken and all steps defendants have implemented on an on-going basis to preserve WOCT-FM, WEGQ-FM, WAAF-FM, WEEI-AM, WRKO-AM, KSD-FM, and KLOU-FM pursuant to Section VI of this Final Judgment. Defendants shall deliver to plaintiff an affidavit describing any changes to the efforts and actions outlined in their earlier affidavit(s) filed pursuant to this Section within fifteen (15) calendar days after such change is implemented.

C. Defendants shall preserve all records of efforts made to preserve the assets to be divested and effect the divestitures.

X. NOTICE

A. Unless such transaction is otherwise subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the "HSR Act"), defendants, without providing advance notification to the plaintiff, shall not directly or indirectly acquire any assets of or any interest, including any financial, security, loan, equity or management interest, in any Non-CBS Radio Station; provided, however, that defendants need not provide notice under this provision for any direct or indirect acquisition of equity of a Non-CBS Radio Station that would result in defendants' holding no more than five percent of the total equity of the station.

B. Defendants, without providing advance notification to the plaintiff, shall not directly or indirectly enter into any agreement or understanding that would allow defendants to market or sell advertising time or to establish advertising prices for any Non-CBS Radio Station.

C. Notification described in (A) and (B) shall be provided to the United States Department of Justice in the same format as, and per the instructions relating to the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended, except that the information requested in Items 5-9 of the instructions must be provided only with respect to CBS Radio Stations in the Baltimore Area, the Boston Area, and the St. Louis Area. Notification shall be provided at least thirty (30) days prior to acquiring any such interest covered in (A) or (B) above, and shall include, beyond what may be required by the applicable instructions, the names of the principal representatives of the parties to the agreement who negotiated the agreement, and any management or strategic plans discussing the proposed transaction. If within the 30-day period after notification,

representatives of the Department make a written request for additional information, defendants shall not consummate the proposed transaction or agreement until twenty (20) days after submitting all such additional information. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted in the same manner as is applicable under the requirements and provisions of the HSR Act and rules promulgated thereunder.

D. This Section shall be broadly construed and any ambiguity or uncertainty regarding the filing of notice under this Section shall be resolved in favor of filing notice.

XI. COMPLIANCE INSPECTION

For the purpose of determining or securing compliance with the Final Judgment and subject to any legally recognized privilege, from time to time:

A. Duly authorized representatives of the United States Department of Justice, including consultants and other persons retained by the plaintiff, upon written request of the Attorney General, or of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendants made to their principal offices, shall be permitted:

- (1) Access during office hours of defendants to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of defendants, who may have counsel present, relating to the matters contained in this Final Judgment; and
- (2) Subject to the reasonable convenience of defendants and without restraint or interference from them, to interview, either informally or on the record, directors, officers, employees and agents of defendants, who may have counsel present, regarding any such matters.

B. Upon the written request of the Attorney General, or of the Assistant Attorney General in charge of the Antitrust Division, made to defendants' principal offices, defendants shall submit such written reports, under oath if requested, with respect to any of the matters contained in the Final Judgment as may be requested.

C. No information or documents obtained by the means provided in this Section XI shall be divulged by any representative of plaintiff to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which plaintiff is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time information or documents are furnished by either defendant to plaintiff, and such defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and such defendant marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then ten (10) calendar days notice shall be given by plaintiff to such defendant prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which such defendant is not a party.

XII. RETENTION OF JURISDICTION

Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the

modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of any violations hereof.

XIII. TERMINATION

Unless this Court grants an extension, this Final Judgment will expire upon the tenth anniversary of the date of its entry.

XIV. PUBLIC INTEREST

Entry of this Final Judgment is in the public interest.

Dated: 6/30/98

/s/
United States District Judge